

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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IVAN MEDINA,

Plaintiff,

-against-

THE CITY OF NEW YORK, a municipal corporation,
POLICE OFFICER MARC WHIRL, individually and as a
New York City Police Officer, POLICE OFFICERS JOHN
DOES individually and as supervisory officers, the number
and identity of whom is presently unknown,

Defendants.
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**STIPULATION AND ORDER
OF SETTLEMENT AND
DISCONTINUANCE**

07 CV 3272 (RRP)(DFE)

WHEREAS, plaintiff commenced this action by filing a complaint on or about April 23, 2007, alleging violations of his civil rights pursuant to 42 USC § 1983 and state law claims; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff the sum as set forth herein in full satisfaction of all claims, including claims for costs, expenses, and attorney fees: Ivan Medina the sum of Twenty-Five Thousand Dollars (\$25,000). In consideration for the

payment of this sum, plaintiff agrees to the dismissal of all the claims against the defendants, City of New York and Police Officer Marc Whirl, with prejudice, and to release the defendants and any present or former employees or agents of the City of New York, from any and all liability, claims, or rights of action under state or federal law which were or could have been alleged in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendants' attorneys all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
_____, 2007

Glenn Wolther, Esq.
305 Broadway, Suite 1102
New York, New York 10007
Attorneys for Plaintiff

By: _____

Glenn Wolther, Esq.

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendants
100 Church Street, Room 3-180
New York, New York 10007
(212) 888-1029

By: _____

Jennifer L. Rubin, Esq.
Assistant Corporation Counsel

SO ORDERED:

U.S.D.J.